				Validation		
				1		
				Proceeds Received By		
				(Signature over printed name / Date		
BANK OF THE				BPIFORMFXT092021D		
PHILIPPINE ISLA	NDS					
*	FORFIGN FX	HANGE (E	X) TRANSACTI	ION FORM <sup>1</sup> Reference No.		
restance and more than the second sec						
I/We hereby apply to			ADDI IOANIT COTT	II.C. D. I. I. I. D. C.		
	FORMATION (Please indicate the re	quired information.)	APPLICANT DETAIL			
Name:			Valid Government ID Prese			
Date of Birth:	Nationality:		Details of ID (ID No., expiry, i			
Address:			FX to be purchased/sold :	AMOUNT (in words):		
Tel. No./Mobile No./Email	Address:		Exchange Rate	(in figures):		
Tax Identification No. (TIN	):		Residency (Please check a	appropriate box.) ☐ Resident ☐ Non-Resident		
B. PURPOSE						
B1. FOR CUSTOME	RS BUYING FX (Please check a	ppropriate box/es)	DESTINATION COUN	ITRY(Please indicate where funds will be used)		
○ Foreign loans	/ borrowings		O Trade (payment for	r importations)		
(Debt Account		_)	O Resident to resid			
	-residents (other than OBUs) hore Banking Units in the Philippines		<ul><li>Obligations to result</li><li>Investments in in</li></ul>	instruments (including time deposits with at least 90-day maturity		
☐ Prepayme ☐ Regular P				panks but excluding other bank deposits such as savings and re issued by other residents		
☐ Regular Princ	,		Please specify: _			
	est			☐ Foreign currency loans owed to banks operating in the Philippines		
☐ Fees	ents by Non-Residents		(FCDU/EFCDU/F ☐ Prepayment	,		
☐ Repatriation of			☐ Regular Payr	/ment		
Remittance of earnings			☐ Interest			
Remittance in equivalent FX of excess pesos (funded by inward remittance of FX) from unrealized investments in the Philippines			☐ Fees			
Settlement of FX obligations/payables of residents to non-resident    Others (Please specify):						
by residents t	hat are not partaking the nature of a fo	reign Ioan	☐ Services²:	<del></del>		
	n equivalent FX of peso proceeds from issuer of their equity and debt securities			Services <sup>2</sup> :		
O Outward Inves	tments by Residents		☐ Premium			
	es for the current calendar year:		☐ Claims/payables☐ Travel expenses			
☐ Equity securit☐ not listed	at an exchange		☐ Commissions			
listed at a	n exchange		<ul><li>☐ Professional/Ma</li><li>☐ Royalties</li></ul>	anagement fees		
Debt securities  Income <sup>3</sup>						
☐ Intercompany loan between/among related parties ☐ Retund of unused grants/donations						
□ Purchase of real property abroad, such as condominium units and those for/under construction  □ Others (Please specify):  Others						
Instruments i	ssued onshore by non-residents req	uiring settlement in		FX of peso deposit accounts of non-residents		
foreign currer	ncy se specify):		Uthers (Please s	specify):		
B2. FOR CUSTOME	ERS <u>SELLING FX</u> (Please specify	/):				
C SOURCE OF FUI	NDS FOR THE TRANSACTION	N (Please specify)	•	COUNTRY		
				tion Form, please refer to the reverse side of this Form.)		
MODE OF PAYMENT	1		Acct. No.			
				☐ To be held in Cash		
FX DISPOSITION	☐ For Remittance to Intended Beneficiary		FCDU/Peso* Account  Partial	(Only for FX sold for travel and medical		
	☐ Full ☐ Partial	Amount:		expenses abroad not yet incurred, and sales		
	Amount:	Account No :	Owner:	the emigrant is still in the Philippines)		
		Name of Depo	sitory Authorized Agent Bank			
		For eventual re	emittance on or before:	Amount:		
		* Applicable to cu	ustomer's sale of FX only.	_		
	INTENDED BENEFICIARY OF FX R	, ,		,		
	Name :					
E. AUTHORIZED REPRESENTATIVE'S INFORMATION						
Name: IDs presented (Please attach copy): Signature:						
Address: Contact Number/s:						
				Application Form, as well as supporting decuments for sale of EV by		

To be accomplished for each purpose to which FX shall be purchased from AABs/AAB forex corps. Duly accomplished Application Form, as well as supporting documents for sale of FX by AABs/AAB forex corps, may be submitted in accordance with Part One, Chapter I of the FX Manual. AABs/AAB forex corps shall make available the original/copy of documents (as applicable) upon request by the BSP for verification. Such as Communications, Manufacturing, Maintenance and Repairs, Postal and Courier, Computer and Information, Research and Development, Advertising, Market Research, Technical, and Other Business Services
Other than those related to loans and investments

## By signing below, I/we certify and declare that:

- (1) No double purchase of FX has been made, whether on spot basis and/or via derivatives contracts, covering the same underlying transaction/s;
- The FX purchased shall be used for the declared purpose;
- For FX purchases that are credited to the FCDU account:
  - The FX purchased shall eventually be remitted to the declared intended beneficiary, on or before the due date; and
  - In the case of investments in instruments under Sections 33.1 (foreign direct investment) and 33.3.a.i (equity securities not listed at an onshore exchange), crediting of FX to the FCDU account of the non-resident investor's resident agent/authorized representative is duly authorized by the non-resident investor, and the FX shall eventually be remitted to the non-resident investor/intended beneficiary, unless to be reinvested onshore by the non-resident;
- (4) As FX purchaser, I/we will disclose in the remittance instruction to the remitting bank the intended purpose of remittance;
- (5) FX purchases shall not be made to circumvent regulations on FX transactions. As part of its due diligence, I/we acknowledge that Bank of the Philippine Islands (BPI) may inquire/have inquired into the source of funds, the purpose for the purchase of FX, and such other information necessary to establish the legitimacy of the transaction applied for. For this purpose, I/we agree to indemnify and hold free and harmless, BPI, its subsidiaries and affiliates (collectively, the "BPI Group of Companies" and each, "a member of the BPI Group of Companies") and their respective directors, officers, employees, authorized representatives, agents, and service providers from any and all claims, liabilities, damages, costs including costs of suit, fees, and expenses that may arise out of their reliance on information provided by me/us to BPI;
- This Application Form and the supporting documents submitted via an official channel (whether in hardcopy or via electronic/digital means) are genuine, credible, and not tampered with;
- (7) All applicable laws, government rules and regulations covering the declared FX transaction, including BPI's policies and procedures, are complied/shall be complied with. I/We authorize BPI, as required by existing BSP regulations on FX transactions and Republic Act No. 9160 otherwise known as the Anti-Money Laundering Act of 2001, to collect, obtain, record, process and verify the legitimacy of my/our transactions covered by this Form and, as may be required now or hereafter by BPI, where appropriate, in compliance with applicable laws, government rules and regulations, to submit supporting documents and provide complete responses within the timeframes specified. Should I/we fail to provide the required information, BPI may refuse to process my/our application;
- Pertinent documents shall be made available upon request by the Bangko Sentral ng Pilipinas for post-verification; and
- The information disclosed in this application form are, to the best of my/our knowledge and belief, complete, true and correct, and that the declaration is made in good faith. Said information may be used by the FX selling institution and disclosed to the BSP for their intended purpose, subject to pertinent laws, rules and regulations.

## Further, I/we acknowledge, undertake, and agree to the following:

- (10) For clients entering into forward contracts involving trade transactions: to comply with the documentary requirements on sale of FX under the FX Manual before or at maturity of the forward contract;
- (11) Authorize BPI to debit my/our/the company's BPI account specified in Section D of this Form as payment for my/our/the company's purchase of foreign exchange.
- (12) Authorize the person whose signature is affixed in this Form to receive/accept cash for or on my/our/the company's behalf;
- (13) I/We have read, understood and agreed to be bound by the terms and conditions of the deposits, products, services, facilities and channels, as the same may be amended or supplemented from time to time, which I/we opened/availed or which were provided and/or are made available to me/us. My/Our application, enrollment, availment, access, maintenance, and continued use of any of the products, services, facilities and channels of BPI and any member of the BPI Group of Companies shall constitute my/our acceptance and agreement to the applicable specific terms and conditions;
- (14) By signing herein or by availing or continuing to avail of the products, services, facilities and channels of BPI or of any member of the BPI Group of Companies, I/we agree that all of my/our information (including the personal information of individuals related to me/us) my/our transactions, business and credit relationships, accounts or account information or records which are with BPI, made available to BPI or which are in BPI's possession or updated from time to time, may be collected, obtained, used, stored, consolidated. processed, profiled, benchmarked, shared to and disclosed, by and between BPI and any member of the BPI Group of Companies, their successors and assigns, and their respective authorized representatives, agents and service providers, for any or all the purposes described in the BPI Data Privacy Policy published at https://www.bpi.com.ph/about-bpi/governance/data-privacy and deemed incorporated by reference in this Form; and
- (15) The foregoing constitutes my/our express consent under the applicable bank secrecy, confidentiality, and data privacy laws of the Philippines and other jurisdictions including, but not limited to, the provisions of R.A. No. 1405, R.A. No. 6426, R.A. No. 8791 and R.A. No. 10173 and I/we agree to hold BPI, each member of the BPI Group of Companies and their respective directors, officers, employees, authorized representatives, agents and service providers, free and harmless from any and all liabilities, claims, damages, suits, costs and expenses resulting from or in connection with the implementation of any or all of the purposes described in the BPI Data Privacy Policy and the authorities conferred by me/us hereunder.
- Applicable only to DocuSign or Adobe Sign-Executed Application Forms: E-Signature. By signing this Application Form or such other documents related to this Application Form electronically, I/we agree that my/our electronic signature shall constitute an original for all purposes and shall have the same legally binding force and effect as my/our handwritten signature. This Application Form signed electronically shall hereafter form part of the Client Authorization Letter (CAL) which I/we executed in favor of Bank of the Philippine Islands (BPI).

## **CUSTOMER'S SIGNATURE OVER PRINTED NAME**

DATE OF APPLICATION (mmm-dd-yyyy)

The Bank of the Philippine Islands is located at 25/F Ayala Triangle Gardens Tower 2, Paseo de Roxas cor Makati Avenue, Makati City, Metro Manila 1226. For inquiries or additional information, you may contact our Forex Solutions Advisors at email bpiforexsales@bpi.com.ph. For any complaint or other concerns, you may send an email to <a href="mailto:bpiglobalmarkets">bpiglobalmarkets</a> customercare@bpi.com.ph. You may also send us a message through <a href="mailto:www.bpi.com.ph">www.bpi.com.ph</a>/contactus or call our 24-hour BPI Contact Center at (+632) 889-10000. The Bank of the Philippine Islands is regulated by the Bangko Sentral ng Pilipinas. <a href="mailto:www.bsp.gov.ph">www.bsp.gov.ph</a>

FOR BPI USE ONLY						
Sanction & Result:  Watchlist Others Please specify:		RELATED PARTY CHECKING: TYPES TO NO Relationship:				
□ NDA Geanţ:  NDA CHECKING DONE	СНЕСКЕР РИР РРРКОУЕР ВУ	PROCESSED & SIG VERIFICATION BY				
NDA CHECKING DONE	CHECKED AND ABBOARD BY	VG NOTEANING S G G2222000				